

1 JUDGE STEINBERG: Let me ask you. The part of the  
2 testimony we're talking about, which is the question  
3 beginning on line 15 of page 3 --

4 THE WITNESS: Right.

5 JUDGE STEINBERG: -- and your answer which goes  
6 the rest of page 3 and page 4, you're speaking for yourself  
7 only; is that correct?

8 THE WITNESS: Yes. Yes.

9 JUDGE STEINBERG: Okay, so where you say, "We had  
10 to rely totally on the expertise," you mean you had to rely  
11 totally --

12 THE WITNESS: Yes.

13 JUDGE STEINBERG: -- on the expertise?

14 THE WITNESS: Yes.

15 JUDGE STEINBERG: And where you say, "We had three  
16 very capable," this was your personal opinion of them.

17 THE WITNESS: Yes.

18 JUDGE STEINBERG: Based upon what your answers to  
19 **Ms.** Lancaster's questions, and subject to his answers. This  
20 is his personal opinion; is that correct?

21 THE WITNESS: Yes.

22 JUDGE STEINBERG: "As a partner, I know there was  
23 never any intention," that's your personal, you never had  
24 any intention.

25 THE WITNESS: Right.

1 JUDGE STEINBERG: Whether you had anything to do  
2 with it or not.

3 THE WITNESS: Right.

4 JUDGE STEINBERG: And so basically, you are  
5 speaking for yourself and nobody else?

6 THE WITNESS: Yes.

7 JUDGE STEINBERG: Okay, that's the way I  
8 interpreted it.

9 MS. LANCASTER: And, Your Honor, he is speaking  
10 about himself and not about all the other partners, that --

11 JUDGE STEINBERG: Well, this is his opinion. I  
12 mean, whether his opinion is based on reasonable assumptions  
13 or not reasonable assumptions, you will have a chance to  
14 draw it out more. I mean, his opinion of these people is  
15 they are very nice, and they are capable and honest people.  
16 The Commission's opinion might be different. My opinion  
17 might be different. Your opinion might be different. And  
18 this is his opinion. And maybe what his opinion of the  
19 capability of the other people are might not matter one wit  
20 in my determination.

21 Frankly, who cares what you think of these people.  
22 It's what I think, you know. You can think whatever you  
23 want. It doesn't matter to me. I have to judge the case on  
24 the basis of everything. And if I think your opinion  
25 doesn't matter in terms of the facts, **your** opinion is

1     wonderful. That's what we are here to get. But I don't  
2     know that it's going to be very probative.

3                 So that's the ruling, and so this material will be  
4     limited to -- it is to be understood to reflect his opinion  
5     only, because he cannot speak for the other people,  
6     obviously.

7                 MR. HILL: That's on the competence objection.  
8     What about the re-litigating?

9                 MR. EVANS: The re-litigating, I look at it as  
10    background. Believe me, if a finding is made, Alee had to  
11    rely totally on the expertise of attorneys and cellular  
12    experts, and we relied on the Cellular Corporation in any  
13    manner, in any exculpatory manner other than background, and  
14    this is what the argument was, and this is what their  
15    mindset was at the time, you can certainly point out that  
16    their mindset was rejected by the Judge or rejected by the  
17    Commission or rejected by the courts, and it's not  
18    exculpatory, and I don't think it's being offered. We have  
19    to know what's changed since then to make the Commission  
20    want to trust these people again, frankly, if anything.

21                I just look at it as background as indicating  
22    partially how we got here, although everyone really knows  
23    how we got here. I see it as kind of harmless. I'm not  
24    going to get sucked into an argument that they shouldn't  
25    have been disqualified in the first place.

1 MR. HILL: We're not going to make that argument.

2 JUDGE STEINBERG: Okay. I didn't think you would.

3 MR. EVANS: Well, they are saying, it does look  
4 like the item that they are making is that everything was  
5 the responsibility of Mr. Kane and Mr. Franklin, and that  
6 the remaining people were misled by them, and that's what I  
7 think the Commission itself rejected.

8 JUDGE STEINBERG: Well, the Commission rejected  
9 it, I'm going to reject it, and you will know that up front,  
10 **so** don't make the argument. The argument for innocence has  
11 already been made and been rejected, and it's not going **to**  
12 be -- you know, they were found culpable, and three of the  
13 people who are going to have their own -- I guess, Mr. Jones  
14 is not testifying, is that right? I notice the name  
15 missing.

16 MR. HILL: No, he is.

17 MS. LANCASTER: No, he's listed.

18 JUDGE STEINBERG: Oh, he is?

19 MR. HILL: Yes.

20 JUDGE STEINBERG: Then it must have been another  
21 name. Oh, yes, I see. I just -- Jones is a very hard name  
22 to remember.

23 Okay, **so** Exhibit No. 4 is received subject to the  
24 rulings that I have made.

25 //

1 (The document referred to,  
2 previously identified as Alee  
3 Exhibit No. 4, was received in  
4 evidence.)

5 JUDGE STEINBERG: Okay, the witness is available  
6 for cross-examination. And who is going to be first?

7 MS. LANCASTER: I assumed I would.

8 JUDGE STEINBERG: Did you work it out with Mr.  
9 Evans?

10 MR. EVANS: We assumed that the Bureau would go  
11 first and we would do cleanup.

12 JUDGE STEINBERG: Okay.

13 CROSS-EXAMINATION

14 BY MS. LANCASTER:

15 Q Mr. Malanga, explain to me what you think Alee did  
16 wrong to merit termination of its New Mexico 3 license?

17 A Alee, what we did wrong was -- I think when we  
18 came to the Texas 21 license, we had a listing of different  
19 members of the partnership, but there was never an amendment  
20 sent to the FCC stating what those changes were.

21 So in other words, the first set of partners  
22 didn't match up with the second set of partners in Texas 21.

23 Q All right, you're talking about Texas 21?

24 A Right.

25 Q I'm talking about New Mexico 3.

1           A     Okay.

2           Q     New Mexico 3 is the license that's been  
3 terminated.

4           A     Right.

5           Q     Correct?

6           A     Um-hmm.

7           Q     Why was it terminated, in your opinion? What did  
8 Alee do wrong to cause that to happen?

9           A     I believe we notified them that we had a change  
10 in -- we had a notification as I understand might have been  
11 verbal at first, so they were aware, and then we sent an  
12 amendment, and the amendment did not have the change of this  
13 other partner.

14          Q     I don't know what -- can you be more specific as  
15 to what you mean?

16          A     As I understand it, we had our original set of  
17 partners, okay. We were told that there was an alien, okay,  
18 and that was taken care of. We were not told who the alien  
19 was, by the way, and I remember that very specifically. And  
20 apparently when the paperwork was -- so there had to be an  
21 original set of partners, I guess, before we even won any  
22 partnerships.

23          Q     Are you talking about on the application --

24          A     Right.

25          Q     -- for that license?

1           A     Right. I would say yes. Okay. And then when we  
2     sent in the information regarding the license itself, when  
3     we went on air, you know, New Mexico 3, there was no change  
4     of partners when there should have been.

5           Q     **So** you failed to file an amendment with the  
6     Commission --

7           A     Right.

8           Q     -- indicating that there was a change; that's your  
9     understanding --

10          A     Right.

11          Q     -- **of** why Alee lost the New Mexico 3 license?

12          A     Right.

13          Q     Any other reasons?

14          A     Well, lack of candor as a result of all that.

15          Q     You understand that the argument was made at the  
16     hearings in Algreg that the reason Alee lacked condor **or**  
17     whatever it was, was because it relied upon other people?

18          A     The argument on our part?

19          Q     Yes.

20          A     Yes.

21          Q     And you understand that that argument was  
22     rejected?

23          A     Yes, I do.

24          Q     But you still make that argument today?

25               MR. HILL: Your Honor, **I** object to Ms. Lancaster's

1     characterization. I don't think he was making an argument.  
2     He was trying to address her question of what his  
3     understanding of the --

4             JUDGE STEINBERG: Sustained.

5             BY MS. LANCASTER:

6             Q     In your opinion, did Alee do anything wrong to  
7     deserve cancellation of the New Mexico 3 license?

8             A     In my opinion?

9             Q     Yes.

10            A     No.

11            Q     When you first became a partner in Alee, did you  
12    agree to participate in a risk-sharing agreement?

13            A     In the beginning, yes.

14            Q     Yes. Is that agreement still binding?

15            MR. HILL: Your Honor, I object to this line of  
16    questioning. The risk-sharing agreement issue is resolved  
17    in the original Algreg proceed. It was not the basis for  
18    any of the lack of candor bindings. It's irrelevant to the  
19    issues here.

20            MS. LANCASTER: Your Honor, I would disagree. The  
21    risk-sharing agreement is still subject to litigation. It's  
22    still pending today in the D.C. Circuit Court although you  
23    would not know that from the responses that we received from  
24    Alee, and I think it certainly goes to their propensity for  
25    lack of candor, ongoing propensity for lack of candor.



1           MR. EVANS: I certainly intend to ask a number of  
2 questions about the risk-sharing agreement for a number of  
3 reasons, among them the one that Ms. Lancaster cited, which  
4 is continuing lack of candor, but also if in fact the risk-  
5 sharing agreement is still in existence and still in effect,  
6 I think that is a violation of the FCC's rules, and it's  
7 something that you need to take into account in the rehab  
8 decision that you have to make.

9           MR. HILL: Your Honor, the risk sharing -- this is  
10 from memory now -- in the 1997 Algreg decision, I'm  
11 paraphrasing my understanding of the Commission's findings,  
12 they declared the risk-sharing agreement is a matter of  
13 Commission policy as null and void. That's binding on all  
14 of us.

15           I can represent to the Court that I am aware there  
16 is a declaratory judgment proceeding in the Superior Court  
17 of the District of Columbia where one of the risk-sharing  
18 participants has asked the court to declare the agreement  
19 null and void, and that the arbitration provisions are not  
20 operative because there have been, I think, some  
21 correspondence from lawyers and --

22           MS. LANCASTER: Excuse me. Your Honor, I'm going  
23 to object to Mr. Hill basically testifying at this point. I  
24 am asking a partner who supposedly is telling me that, you  
25 know, he and the other Alee partners are now candid, and

1 basically Mr. Hill's testimony is informing this particular  
2 witness if he didn't already know as to the very nature of  
3 the question that I am questioning.

4 JUDGE STEINBERG: I will overrule the object. One  
5 of the elements of rehabilitation is, in essence, that there  
6 have been no subsequent rule -- no rule violations since the  
7 adverse action was taken by the Commission, and this is  
8 relevant to that. And if it turns out -- you can argue in  
9 the findings and conclusions what weight should be given to  
10 it, if any.

11 Okay, why don't you repeat the question.

12 MS. LANCASTER: If I could remember it. I was  
13 going to ask the court reporter to go back and tell me what  
14 my question was.

15 JUDGE STEINBERG: Is that difficult to do?

16 (Accordingly, the pending question was played  
17 back by the court reporter.)

18 BY MS. LANCASTER:

19 Q Okay, is that agreement still binding?

20 A I would say no.

21 Q Why do you say that?

22 A I say no because, as I mentioned before, as far as  
23 I know all the other partnerships have sold all their  
24 interests. The only one I know for sure again is my sister.  
25 So based on that, I don't see how it could be enforced or

1 still be in force.

2 Q Are you aware of the litigation regarding the  
3 risk-sharing agreement that's currently pending in the D.C.  
4 Circuit Court?

5 A No.

6 Q You have not heard anything about that litigation?

7 A Not -- no.

8 JUDGE STEINBERG: Other than what Mr. Hill said  
9 this morning.

10 THE WITNESS: Right. I understand that. No, I  
11 can -- no.

12 BY MS. LANCASTER:

13 Q So you have not been informed about that by Mr.  
14 Bernstein, by Mr. Bernstein?

15 A Not that I'm aware of, no.

16 Q Ms. Clark?

17 A No.

18 Q By Mr. Jones?

19 A No.

20 Q Do you know that Alee is a part of that  
21 litigation?

22 A If it's what we are saying now it still in  
23 litigation, yes, I guess we would be like all the other 23.

24 Q You're not aware though that Alee is party to that  
25 litigation? You have no personal knowledge of it?

1           A     No, because I didn't know there was any litigation  
2     occurring.

3           Q     Okay. I assume you were a partner when Alee  
4     entered into a management agreement with Mobile Media, I  
5     think.

6           A     Metro Mobile.

7           Q     Metro Mobile, excuse me.

8           A     Yes.

9           Q     You were a partner at that time?

10          A     Right.

11          Q     You are aware that Alee granted Metro Mobile a  
12     five percent option?

13          A     Yes.

14          Q     Why was the option put into a side letter dated  
15     and executed the exact same day as the management agreement?

16               MR. HILL: Your Honor, I object to this question.  
17     This is beyond the scope of this witness's direct testimony.

18               MS. LANCASTER: Your Honor, I thought we were  
19     doing this one time, and I have a right to ask everything at  
20     one time.

21               JUDGE STEINBERG: Well, was Mr. Malanga one of the  
22     witnesses that said you would direct examine?

23               MS. LANCASTER: No.

24               JUDGE STEINBERG: He is not?

25               MS. LANCASTER: I was unaware of this witness at

1 the time, Your Honor.

2 JUDGE STEINBERG: Okay. Let me just --

3 MR. HILL: You were aware of the witness as of  
4 September 18th exchange date. The witness notification came  
5 several weeks later.

6 MR. EVANS: Well, the other thing **is** if -- I know  
7 what **Ms.** Lancaster is going to. It does test the witness's  
8 statement that they always wanted assurances of FCC  
9 compliance before proceeding with any actions.

10 JUDGE STEINBERG: I'm looking for something in  
11 this particular testimony.

12 (Pause.)

13 JUDGE STEINBERG: Objection overruled. Page 3 of  
14 the testimony, he says he's "been kept informed of  
15 partnership activities by attending meetings personally, and  
16 by telephone when I could not be there in person, listen to  
17 our management committee, our advisors and ask questions,"  
18 and this certainly goes to the scope of what he knows about  
19 the activities of the partnership.

20 BY MS. LANCASTER:

21 Q Why was the option agreement put in a side letter  
22 dated and executed the same day as the management agreement?

23 It's an option agreement with the same party.

24 A I don't know that, the reason for that.

25 Q Who drafted the option agreement?

1 A The option with the five percent?

2 Q Yes.

3 A I'm sure it was the people **of** our executive  
4 committee, I would think. **I** would think. Again, we're  
5 going back a little time ago.

6 May I ask a question?

7 MR. HILL: No.

8 THE WITNESS: Okay, that's what **I** thought.

9 BY MS. LANCASTER:

10 Q The option agreement --

11 JUDGE STEINBERG: I was going to say sure.

12 (Laughter.)

13 THE WITNESS: It would be nice.

14 BY MS. LANCASTER:

15 Q The option agreement is still in effect though,  
16 isn't it?

17 A I believe it **is**, but I think a lot of it was  
18 pending whether or not it would have FCC approval, if they  
19 would allow us to do that. As far as I know, there has  
20 never been a decision about that, or at this point no  
21 necessity for it either. *And* plus, we're not with Metro  
22 Mobile anymore.

23 Q You are with Metro Mobile, but who took over after  
24 Metro Mobile?

25 A Bell Atlantic.

1 Q All right, and who took up after Bell Atlantic?

2 A Altell.

3 Q And you are still using the same management  
4 agreement that was originally draft for Metro Mobile; is  
5 that correct?

6 A It's the same management agreement with -- in  
7 other words, having them manage the site?

8 Q Was the original management agreement that was  
9 drafted for Metro Mobile assigned to Bell Atlantic?

10 A I believe it was.

11 Q And was that same management agreement then  
12 assigned to the current manager, Altell?

13 A I would say yes, but I mean, that's --

14 Q Do you know?

15 A No, I really don't know for sure. No.

16 Q Has there been any discussion with the partners  
17 about the management agreement and the option agreement?

18 A There has been discussion, but I think not in the  
19 sense that -- like I am saying here. I went to meetings and  
20 all these things were brought up over time, I'm sure.

21 Give me the rest of your question. I'm sorry.

22 In other words, like we had these meetings. We  
23 would discuss these matter many times for information  
24 purposes and so on. **As** far as the five percent **is**  
25 concerned, I am aware **of** that.

1 Q Okay. It's five percent of what?

2 A I would say of our -- well, I don't know. It's  
3 either gross proceeds or profit.

4 Q Is it five -- five percent of income, is that what  
5 you are saying, the option -- a five percent of is of  
6 income?

7 A No, I'm sorry. It was five percent -- it was five  
8 percent ownership.

9 Q Five percent of ownership in Alee?

10 A Right.

11 MS. LANCASTER: One moment, Your Honor.

12 (Pause.)

13 JUDGE STEINBERG: Try No. 17.

14 MS. LANCASTER: Yes, I know, but I had my own copy  
15 that had additional information on it, and I am not finding  
16 it.

17 May we go off the record for one second? I know I  
18 have got it.

19 JUDGE STEINBERG: Okay, off the record.

20 (Discussion held off the record.)

21 JUDGE STEINBERG: Okay, Ms. Lancaster.

22 BY MS. LANCASTER:

23 Q Mr. Malanga, I'm going to show you what I have  
24 marked as EB Exhibit 17.

25 Can you look at that and tell me if you recognize



1 it?

2 JUDGE STEINBERG: Okay, let me just identify it  
3 first.

4 MS. LANCASTER: Okay.

5 JUDGE STEINBERG: EB Exhibit 17 is a letter on the  
6 letterhead of Metro Mobile, November 19, 1990 letter, and  
7 it's three pages in length, and it will be marked for  
8 identification as EB Exhibit 17.

9 (The document referred to was  
10 marked for identification as  
11 EB Exhibit No. 17.)

12 JUDGE STEINBERG: And the witness has a copy of it  
13 and is reading through it.

14 (Witness reviews document.)

15 THE WITNESS: I'm sorry. Are you waiting for my  
16 answer?

17 MS. LANCASTER: Yes.

18 BY MS. LANCASTER:

19 Q Have you seen that before?

20 A Yes, I have.

21 Q When was the last time you saw it?

22 A Yesterday.

23 Q Oh, yesterday. Who showed it to you yesterday?

24 A One of our -- I think it was -- Terry Jones had a  
25 copy of it

1           Q     And according to this, your understanding of this  
2 agreement, the five percent option is in what?

3           A     In -- in an interest of five percent.

4           Q     An interest in what?

5           A     In ownership.

6           Q     In ownership in Alee?

7           A     Right.

8           Q     Okay. I'm going to show you EB Exhibit -- what  
9 has been marked EB Exhibit 16.

10           JUDGE STEINBERG: Nothing has been marked yet.

11           MS. LANCASTER: Sorry.

12           JUDGE STEINBERG: You have to identify it.

13           MS. LANCASTER: I was about to, which I will  
14 identify as a copy of a management agreement executed on the  
15 19th day of November, 1990, between Metro Mobile CTS of the  
16 Southwest, Inc. and Alee Cellular Corporation.

17           JUDGE STEINBERG: Okay, and I've got 31 pages.  
18 The document described will be marked as EB Exhibit 16.

19                                 (The document referred to was  
20 marked for identification as  
21 EB Exhibit No. 16.)

22           BY MS. LANCASTER:

23           Q     I was just wanted to know if you are familiar with  
24 that document.

25           A     I just don't know. It's 1990. I mean, looking at

1 it, it all sounds familiar to me, you know, from that point  
2 of view. But based on everything that -- the mail that we  
3 received, I am sure, I am confident, let's put it that way,  
4 that I did see that originally.

5 JUDGE STEINBERG: Did Terry Jones show it to you  
6 yesterday or within the last couple of week, or anybody else  
7 other than **Ms.** Lancaster?

8 THE WITNESS: I don't remember that in particular.

9 JUDGE STEINBERG: Okay.

10 BY MS. LANCASTER:

11 Q Did you have any kind of meeting with Terry Jones  
12 or anyone else to go over what your testimony would be  
13 today?

14 A No, not my own testimony. No.

15 Q Okay, what was the meeting with you and Terry  
16 Jones about then?

17 A There was no meeting with me and Terry Jones. It  
18 was all of us.

19 Q It was what?

20 A The meeting was with all the partners. I'm sorry,  
21 with all the witnesses.

22 Q Okay. And what did you discuss --

23 MR. HILL: I object to that. That goes into  
24 attorney/client privilege.

25 JUDGE STEINBERG: Establish a foundation. I mean,

1 was this a meeting and your attorneys were there?

2 THE WITNESS: Yes.

3 JUDGE STEINBERG: And you were talking about the  
4 hearing today?

5 THE WITNESS: Right.

6 JUDGE STEINBERG: And preparing for it?

7 THE WITNESS: Yeah.

8 JUDGE STEINBERG: Okay. I'll sustain.

9 MS. LANCASTER: Okay.

10 JUDGE STEINBERG: Unless you want to waive the  
11 privilege.

12 MR. HILL: I do not want to waive the privilege.

13 JUDGE STEINBERG: Well, it's his privilege.

14 MR. HILL: I know, but I would advise him not to.

15 JUDGE STEINBERG: But you would advise him not to,  
16 and you take your attorney's advice, right?

17 THE WITNESS: Correct. Yes.

18 JUDGE STEINBERG: Okay.

19 JUDGE STEINBERG: Had to ask.

20 THE WITNESS: Okay.

21 BY MS. LANCASTER:

22 Q Were you aware in this particular hearing, an Alee  
23 hearing, that the Enforcement Bureau filed discovery  
24 documents to Alee in which the Enforcement Bureau asked  
25 questions, for example, of the Alee partnership? Were you

1     aware of that?

2           A     When you say the Enforcement Bureau, I don't know.

3           Q     We did, this side **of** the table.

4           A     That's what I thought. Okay.

5           Q     We filed documents asking questions of Alee. Are  
6     you aware of that?

7           A     Regarding this proceeding?

8           Q     This proceeding, correct.

9           A     Yes.

10          Q     Were you ever contacted by anyone on the executive  
11     committee and asked your answers to specific questions?

12          A     No, not that I recollect.

13          Q     **So** Terry Jones never called you and said we've got  
14     to know, we have been asked such and such, and what is your  
15     response **to** that?

16          A     No.

17                 Can I clarify? The only question, I think there  
18     was something regarding had we ever been convicted of a  
19     felony and things of that nature. That I answered. But  
20     other than that there has been no -- no specific questions on  
21     what my answer would be or on any particular thing.

22          Q     All right. When were you asked whether you had  
23     been convicted of a felony?

24          A     I would say, regarding this procedure, I believe  
25     maybe a month and a half ago, something like that.

1 Q By who?

2 A Specifically, I don't remember. In other words, I  
3 d n't think it was a ph n call. It was by mail if I  
4 remember correctly.

5 Q You received something in the mail?

6 A I believe *so*, and we had to sign it and get it  
7 back right away.

8 Q Do you recall, was it a particular kind of a form?  
9 Did it have a title on it?

10 A I don't remember.

11 Q Who did you return it to?

12 A I don't remember exactly, specific, I don't  
13 remember.

14 Q And this was approximately six weeks ago?

15 A I would think so, yes. It could be more though  
16 time-wise.

17 Q Aside from that one question, were you asked any  
18 other questions?

19 A No.

20 Q And I believe you stated you don't have any idea  
21 why the option agreement was originally placed in a side  
22 letter. Was that your testimony?

23 A Right.

24 Can you explain a side letter to me actually?

25 Q A side letter would be the letter that I showed

1     you which was Exhibit 17. I am referring to that as a side  
2     letter as opposed to having the option term put into the  
3     management agreement.

4             Do you have any idea it was put in a letter as  
5     opposed to having --

6             A     No.

7             Q     -- being put in the management agreement?

8             A     Well, other than -- I don't know if this would  
9     come into what you are saying, but there was a financial  
10    reason for that, because we had problems apparently to get  
11    financing to build out our system. So that was an offer  
12    that we were trying to make to them, and pending the FCC  
13    approval enabling us to do that.

14            So side, I don't know whether that has anything to  
15    do with the agreement itself necessarily.

16            Q     Well, I believe what you are saying is that you  
17    offered them an option in negotiating with them to pay up-  
18    front cost, is that correct?

19            A     Yes.

20            Q     Build-out costs?

21            A     Right.

22            Q     But you knew that when you entered -- that was  
23    part of the contract negotiations originally, wasn't it?

24            A     You mean in a management agreement?

25            Q     Right

1 A That I don't know.

2 Q In negotiating the management contract?

3 A Don't know.

4 Q Do you know if there has been any discussion in  
5 the partnership about offering additional options to other  
6 management companies or any successor management companies?

7 A Not that I'm aware of.

8 Q There has never been a discussion about that at  
9 any partnership meeting that you attended?

10 A Not that I remember.

11 Q Who currently manages the New Mexico 3 license?

12 A Altell.

13 Q Altell?

14 A Um-hmm.

15 Q And have you had any contact with Altell?

16 A No.

17 Q Do you know where the tower sites are for --

18 A I know that they run from Los Cruces to  
19 Albuquerque on, I think it's Highway No. 25, or in that  
20 corridor.

21 Q Okay. Do you know specifically where the various  
22 tower sites are located?

23 A Truth or Consequence, I remember, is one, and  
24 Socorro, I believe it is, or Bernardo. There is also a site  
25 on our government land property. Apparently there is a camp



1 of some sort, government camp for boys, I believe.

2 Q Okay. Do you know the others?

3 A No, I don't.

4 Q How many are there in total?

5 A Of cell sites that we broadcast from I guess you  
6 would say?

7 Q Yes.

8 A There is eight.

9 Q Okay. **So** you know four of them?

10 A The four that I just said, yes.

11 Q All right.

12 A But we also -- right. I only know the four.

13 Q Beg your pardon?

14 A The four that I mentioned, I know.

15 Q Does Alee have any employees?

16 A Not that I'm aware of.

17 Q Who operates the cell sites?

18 A Who operates it?

19 Q Yes.

20 A It would be Altell.

21 Q Okay. **So** does Alee utilize the employees of  
22 Altell exclusively to run the New Mexico facilities?

23 A I don't know. I would assume **so** because they are  
24 managing the whole thing.

25 Q And who would control the daily operations of